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8 Attorneys for Plaintiffs  
9 ARISTA RECORDS LLC; PRIORITY RECORDS  
10 LLC; UMG RECORDINGS, INC.; and BMG MUSIC

11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
13 SAN JOSE DIVISION

14 \*E-FILED - 12/7/06\*

15 ARISTA RECORDS LLC, a Delaware limited  
16 liability company; PRIORITY RECORDS LLC,  
17 a California limited liability company; UMG  
18 RECORDINGS, INC., a Delaware corporation;  
19 and BMG MUSIC, a New York general  
20 partnership,,  
21

22 Plaintiff,

23 v.

24 ALLEN SAM,

25 Defendant.

26 Case No.: C 06-03464-RMW

27 Honorable Ronald M. Whyte

28 **[] JUDGMENT AND  
PERMANENT INJUNCTION BASED ON  
STIPULATION**

1 The Court, having considered the Stipulation to Judgment and Permanent Injunction  
2 executed by the parties,

3 IT IS ORDERED AND ADJUDGED THAT:

4 1. Plaintiffs have alleged that Defendant distributed (including by uploading) and/or  
5 reproduced (including by downloading) via the Internet or an online media distribution system  
6 copyrighted sound recordings owned or controlled by the Plaintiffs, without Plaintiffs' authorization,  
7 in violation of 17 U.S.C. § 501. Without admitting or denying liability, Defendant has not contested  
8 plaintiffs' allegations, and has acknowledged that such conduct is wrongful.

9 2. Defendant shall pay to Plaintiffs in settlement of this action the total sum of  
10 \$4580.00.

11 3. Defendant shall pay Plaintiffs' costs of suit (complaint filing fee and service of  
12 process fee) in the amount of \$420.00.

13 4. Defendant shall be and hereby is enjoined from directly or indirectly infringing  
14 Plaintiffs' rights under federal or state law in any sound recording, whether now in existence or later  
15 created, that is owned or controlled by Plaintiffs (or any parent, subsidiary, or affiliate record label  
16 of Plaintiffs) ("Plaintiffs' Recordings"), including without limitation by:

17 a) using the Internet or any online media distribution system to reproduce (i.e.,  
18 download) any of Plaintiffs' Recordings, to distribute (i.e., upload) any of Plaintiffs' Recordings, or  
19 to make any of Plaintiffs' Recordings available for distribution to the public, except pursuant to a  
20 lawful license or with the express authority of Plaintiffs; or

21 b) or any online media distribution system through the use of an Internet  
22 connection and/or computer equipment owned or controlled by Defendant, to reproduce (i.e.,  
23 download) any of Plaintiffs' Recordings, to distribute (i.e., upload) any of Plaintiffs' Recordings, or  
24 to make any of Plaintiffs' Recordings available for distribution to the public, except pursuant to a  
25 lawful license or with the express authority of Plaintiffs.

26 Defendant also shall destroy all copies of Plaintiffs' Recordings that Defendant and/or any  
27 third party that has used the Internet connection and/or computer equipment owned or controlled by  
28 Defendant has downloaded without Plaintiffs' authorization onto any computer hard drive or server

1 owned or controlled by Defendant, and shall destroy all copies of those downloaded recordings  
2 transferred onto any physical medium or device in Defendant's possession, custody, or control.

3 5. Defendant irrevocably and fully waives notice of entry of the Judgment and  
4 Permanent Injunction, and understands and agrees that violation of the Judgment and Permanent  
5 Injunction will expose Defendant to all penalties provided by law, including for contempt of Court.

6 6. Defendant irrevocably and fully waives any and all right to appeal this Judgment and  
7 Permanent Injunction, to have it vacated or set aside, to seek or obtain a new trial thereon, or  
8 otherwise to attack in any way, directly or collaterally, its validity or enforceability.

9 7. Nothing contained in the Judgment and Permanent Injunction shall limit the right of  
10 Plaintiffs to recover damages for any and all infringements by Defendant of any right under federal  
11 copyright law or state law occurring after the date Defendant executes the Stipulation to Judgment  
12 and Permanent Injunction.

13 8. Defendant shall not make any public statements that are inconsistent with any term of  
14 the Stipulation to Judgment and Permanent Injunction.

15 9. The Court shall maintain continuing jurisdiction over this action for the purpose of  
16 enforcing this final Judgment and Permanent Injunction.

17  
18 DATED: 12/7/06

By: /s/ Ronald M. Whyte  
Hon. Ronald M. Whyte  
United States District Judge